

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE July 5, 2011NUMBER 193-2011

**TITLE: RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND THE ORANGE MUNICIPAL EMPLOYEES BENEVOLENT ASSOCIATION, OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32**

**WHEREAS**, the City of Orange Township and the Orange Municipal Employees Benevolent Association, Office of Professional Employees International Union, Local 32, have concluded negotiations of the collective bargaining agreement for the period of July 1, 2008 through December 31, 2012; and

**WHEREAS**, the attached Memorandum of Agreement modifies, amends and supplements the prior Collective Bargaining Agreement, reflecting the agreement between the City of Orange Township and the Orange Municipal Employees Benevolent Association, Office of Professional Employees International Union, Local 32, have concluded negotiations of the collective bargaining agreement for the period of July 1, 2008 through December 31, 2012.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Orange Township, that the Collective Bargaining Agreement between the City of Orange Township and the Orange Municipal Employees Benevolent Association, Office of Professional Employees International Union, Local 32 is hereby ratified and approved.

Adopted: July 5, 2011

  
Dwight Mitchell, RMC  
Municipal Clerk  
Tency A. Eason  
Council President

REGULAR MEETING - JULY 5, 2011

OFF CONSENT AGENDA

MOTION TO ADOPT: Corbitt

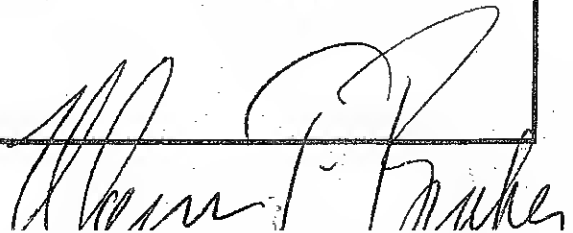
SECOND: Jones-Bell

YEAS: Abdul-Rasheed, Corbitt, Jones-Bell, Marable, Williams &amp; Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCE: Morton



## **MEMORANDUM OF AGREEMENT**

June 28, 2011

The negotiations committees of City of Orange Township and OPEIU Local 32 agree to the terms of this Memorandum of Agreement, as set forth below.

- The parties acknowledge that these terms and conditions are subject to ratification, and the mediator retains jurisdiction.
- All parties agree to recommend these terms and conditions to their respective constituents for ratification.
- All issues not mentioned herein are withdrawn. All other language in the expired agreement shall continue in the new contract and will remain *status quo*.

**Contract Duration:** July 1, 2008 through December 31, 2012

**Restoration of Jobs:** Eleven (11) of the twenty-two (22) employees who were laid off in January 2011 and who are eligible for rehire will be restored to their positions as follows:

- The seven (7) full-time DPW/Laborers: Four (4) returning on July 11, 2011, and three (3) returning on August 8, 2011. They will be returned in the order of seniority.
- The four (4) full-time Court Aides: Two (2) returning on July 11, 2011, and two (2) returning on August 8, 2011. They will be returned in the order of seniority.
- The above rehire dates will be contingent upon both parties having ratified this MOA by July 5, 2011.
- If any of the eleven (11) employees eligible for rehire do not accept the offer of re-employment, the City will go to the next most senior employee who was laid off with an offer of employment to fill the 11 restored positions.
- If, prior to the end of the contract (December 31, 2012), any bargaining unit member severs employment with the City, the City will offer a position to the next most senior employee who is on layoff status.

**Salary Increases:**

- Effective 7/1/11: 2%
- Effective 7/1/12: 2%

**Insurance Contributions:**

- Contributions will be pursuant to legislation/law.

### **Furlough Days**

- Bargaining unit members will take four (4) unpaid furlough days between July 1, 2011 and December 31, 2011; however, DPW workers/laborers will take their four days between July 1, 2011 and November 30, 2011.
- Bargaining unit members will take four (4) unpaid furlough days between January 1, 2012 and December 31, 2012; however, DPW workers/laborers will be required to take their four days between April 1, 2012 and November 30, 2012.
- Furlough days will be scheduled at the employee's discretion with approval of their supervisor.

### **Flex Schedule for DPW**

- Effective 7/1/11, or as soon thereafter as feasible, a flexible scheduling approach will be implemented in order to reduce overtime costs. This flex schedule will remain in effect through December 31, 2012 and will sunset January 1, 2013.

### **Comp Time In Lieu of Overtime Pay**

- From July 1, 2011 through December 31, 2012, employees who work overtime will be provided with compensatory time in lieu of payment.
- Comp time accrued in Calendar Year 2011 must be used by June 30, 2013. Comp time accrued in Calendar Year 2012 must be used by June 30, 2014.
- Use of comp time must be requested in advance and is subject to administrative approval. A request to use comp time will not be approved if it will result in overtime for other employees.
- If an employee's request to use comp time is denied, and such time remains unused as of the expiration date (i.e., June 30, 2013 or June 30, 2014), then the employee will be paid for that time.
- Upon separation of employment, any unused comp time will be paid.

### **Crossing Guards Duties**

- Effective 7/1/11, or as soon thereafter as feasible, as part of their job responsibilities, crossing guards will be required to write parking tickets.

### **For the City**

*John J. Hunsor*  
Business Adm.

*Joseph M. Wenger*  
Asst. City Atty

### **For the Union**

*V.P. Raymond Wingfield*  
*[Signature]*